

Duane Swingley Auctioneers, LLC
Duane Swingley, Auctioneer
Indiana Licensed Auctioneer
License #AU 09100186

2022 ITOBA Fall Mixed Sale
Saturday, October 15th, 2022 - 1:00 PM

Sponsored by:



Location:



4300 N. Michigan Road
Shelbyville, IN 46176
Receiving Barn

Entry Deadline: August 1st, 2022

Entry Fee: Commission fee for every horse regardless of buy back or sale price is \$500 (\$250 entry fee, \$250 commission fee), an additional 5% commission will be applied to any horse selling over \$10,000. Commission fees for buy backs will be due at the conclusion of the auction. Entry Fee due to be submitted with signed contract at time of entry. Jockey Club papers will be held at the discretion of Duane Swingley Auctioneers until accounts are paid in full.

For Example: Selling price \$5,000 - \$250 entry fee and \$250 commission fee= \$4,500 due consignor
Selling price \$20,000 - \$250 entry fee, -\$250 commission fee, -\$500 commission premium = \$19,000 due consignor

Due on Sale Day: Original Jockey Club Registration Papers
or Digital Jockey Club Papers assigned to Duane Swingley Auctioneers (assign digital papers prior to October 1st, 2022)
Coggins
Health Certificate
Vet Certificate and Stallion Certificate (In foal mares)

*** Any horse missing any of the above items will not be allowed to be offered at auction on sale day. Membership to ITOBA is a requirement to consign a horse in this sale.**

Return Contracts to: Duane Swingley Auctioneers, LLC
Attn: Sale Entries
11100 E County Road 100 N
Selma, IN 47383

Questions: Duane Swingley: (765) 212-8424
DuaneSwingleyAuctioneers.com

Michelle Mosley: (317) 509-6372
DuaneSwingleyAuctioneers@yahoo.com

PLEASE READ CAREFULLY BEFORE SIGNING

To: Duane Swingley Auctioneers
11100 E County Road 100 N
Selma, Indiana 47383

Owner/Seller agrees to the following terms and conditions:

- 1) Auctioneer is hereby appointed as the Owner's/Seller's agent to sell each horse consigned with full authority to transfer title thereto, to receive proceeds of sale of Owner's/Seller's account, and to distribute sale proceeds as Auctioneer reasonably believes appropriate. Owner/Seller is solely responsible for the correct identity of each horse consigned, and to the accuracy of any and all information regarding each horse in the sales catalog. Owner/Seller agreed to review all information and report any matter inaccurate or omissions to Auctioneer prior to the sale. Horses will be identified by Indiana Horse Racing Commission (IHRC) Identifier.
- 2) Owner/Seller warrants title and ownership of each horse consigned, free and clear of any liens and adverse claims whatsoever except those which Owner/Seller communicates to Auctioneer in writing prior to sale.
- 3) The two hundred fifty dollar (\$250) entry fee for each horse consigned must be paid when this contract is submitted and the entry fee will be fully earned and non-refundable when Auctioneer accepts this contract. In addition to the entry fee, Owner/Seller will pay the Auctioneer a sales commission a flat fee of two hundred fifty dollars (\$250) for each horse sold or bid back in Owner's/Seller's account. A five percent (5%) commission will be added to any horse selling for over ten thousand (\$10,000) dollars. Owner/Seller also has to pay Auctioneer all amounts customarily charged to consignors in connection with the sale of their horses, if applicable.. The commission and other amounts due Auctioneer may be deducted from Owner's/Seller's proceeds and the commission shall be fully earned by Auctioneer at the fall of the hammer, even in the event that the horse is returned to the Owner/Seller as unsold pursuant to the Conditions of Sale or receives no bid. In the event amounts owed to Auctioneer exceed net proceeds of Owner's/Seller's consignment, Owner/Seller shall immediately pay Auctioneer the balance due and said balance shall bear service charges of two percent (2%) per month from the date of sale until balance is paid in full.
- 4) Owner/Seller may withdraw in writing any consigned horse prior to the assignment of catalog hip numbers. Thereafter, Owner/Seller may withdraw any consigned horse if it is unfit for sale due to material veterinary reasons acceptable to the Auctioneer upon representation of notarized veterinary certificates stating the condition of the horse which necessitates withdrawal. If Owner/Seller sells any consigned horse prior to the auction or withdraws or fails to present any horse for sale at the auction for reasons other than as authorized above, Owner/Seller agrees to pay Auctioneer a flat fee of \$500.
- 5) Auctioneer shall have the right, in its sole and absolute discretion, to extend credit to the Buyer of any horse in Owner's/Seller's consignment. In the event the Buyer of the horse fails to sign the Acknowledgment of Purchase form presented to Buyer by Auctioneer or fails to make settlement as provided in the Conditions of Sale, or should Auctioneer, in its sole and absolute discretion, elect not to credit to Buyer and the Buyer and **fails to pay the full sale price may be less than the original sales price**. Auctioneer will attempt to give Owner/Seller notice of such resale, but Owner/Seller agrees to indemnify hold Auctioneer harmless from any adverse consequences of such resale regardless of whether Owner/Seller receives notice before the fact. Should Auctioneer elect not to resell such horse, Owner/Seller will accept return of such horse as unsold provided that Auctioneer waives sales commission.
- 6) Owner/Seller agrees to provide Auctioneer, at a time specified by Auctioneer prior to the commencement of the sale, all documents pertaining to the horse necessary to complete this sale, including but not limited to, Jockey Club Certificate (JCC) of Foal Registration, blood testing, Stallion Service Certificate, current certification of negative coggins, veterinary certificate as to breeding status, and any government required health and immunization records and certification. If the JCC for any horse consigned has not been issued, Owner/Seller hereby represents that all documentation and payments required by the Jockey Club to complete an issued such certificate have been provided. If Owner/Seller fails to provide such documentation to the Auctioneer, Owner/Seller authorizes Auctioneer, as its option, to secure such document from the person possessing it or alternatively, auctioneer may refuse to sell horse or withhold proceeds due to Owner/Seller until such document has been received.
- 7) Should any horse consigned be a twin or be required under Jockey Club rules of registration to be registered as of "dual parentage" and such fact has not been disclosed at time of sale, Owner/Seller shall accept return of such horse as unsold and will reimburse Buyer and Auctioneer for all reasonable expenses incurred for the cost, maintenance and transportation of horse from the time of sale until return to Owner/Seller.
- 8) Owner/Seller agrees to have all consigned horses on the sales premises by the time specified by Auctioneer in its notice to Consignors regarding the sale. Any horse consigned continues in the Owner's/seller's care, control custody and possession for all purposes, whether on or off the premises of auction, until it is taken by Buyer in exchange for a stable release issued by Auctioneer or as otherwise authorized by Auctioneer or Owner/Seller. Auctioneer has no responsibilities for the care or custody of any horse consigned, including the providing of veterinary or other care, but

Owner/Seller hereby authorizes Auctioneer to take such action, without liability on his/her part should Auctioneer deem such action reasonably necessary.

- 9) Thirty (30) days after date of sale, Auctioneer will remit the net proceeds of Owner's/Seller's consignment, provided that Auctioneer shall not be required to remit the net proceeds of the sale of any horse: (1) that is the subject of a dispute or claim by the Buyer or any third party, or (2) in the event of a default by the Buyer in payment of the purchase price, until such dispute, claim of default is resolved and the sales proceeds have actually been received by Auctioneer. Sales proceeds received by the Auctioneer but not remitted shall not earn interest for Owner's/Seller's account, nor shall any sales proceeds not received by auctioneer owing to at dispute, claim or default earn interest for Owner's/Seller's account.
- 10) Auctioneer shall have, in its sole discretion, the right to (1) reject at any time any horse cosigned, (2) determine the order of the sale, (3) assign or change stabling assignments, (4) change the date or location of the sale, and (5) make announcements at time of sale concerning any horse consigned.
- 11) The sole liability of Auctioneer, should the sale be canceled or should Auctioneer fail to catalog or fail to catalog correctly any horse consigned, shall be the return of entry fee for such horse and Auctioneer shall not be liable for any damages, actual or consequential, arising out of any such failure.
- 12) All information concerning sales prices, incidental and consequential sale expense, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to Buyers, Owners, Sellers, Breeders and Consignors shall not be deemed to be confidential in nature. All parties agree that Auctioneer may, but shall not be required to, disclose of such information without incurring liability by any party.
- 13) Owner indemnifies Auctioneer from all claims, liabilities and expenses, including reasonable attorney fees, arising out of or relating to any breach of this contract by Owner/Seller, including, without limitation, claims relating to ownership of any horse cosigned, the priority of payment of sales proceeds, and the distribution of sales proceeds as Auctioneer reasonably deems appropriate. In order to secure payment for all commissions, cost, expenses and damages, including reasonable attorney fee, provided for in this contract or for any other monies owned by Owner/Seller to Auctioneer arising or of other transactions. Owner/Seller grants to Auctioneer a security interest in the horse(s) consigned under this contract and any applicable JCC (S) or Stallion Certificate(s), and the products and proceeds thereof. Owner/Seller appoints Auctioneer as Owner's/Seller's attorney-in-fact-to prepare, execute, and file any financial statement or other document necessary to protect the security interest granted herein and Auctioneer shall have all rights and remedies of a secured party pursuant to this contract and the Uniform Commercial Code.
- 14) As a condition of acceptable sale entry, a paid ITOBA membership or payment of ITOBA membership for 2022 must accompany the entry fee and form. Membership must be paid at the time of entry or provide proof of membership payment with entry form.
- 15) Owner/Seller acknowledges that Auctioneer may, from time to time, waive provisions of Consignment Contract of the Conditions of Sale but Owner/Seller agrees that such waiver shall not constitute or commit Auctioneer to make a similar waiver in the future.
- 16) If someone other than Owner is executing this Contract, as agent for Owner, the agent shall have obtained an Agents Authorization and Owner and Agent shall be jointly and **separately** liable for all obligation arising here under in favor of the Auctioneer.
- 17) Owner/Seller represents that he or she has read all provisions of this contract and agrees to be bound by them and the Conditions of Sale, which govern this sale.

Signature: Horse Owner's/Seller's

Name: Horse Owner's/Seller's Printed Date:

2022 ITOBA Fall Mixed Sale

Contact Information: PLEASE COMPLETE ALL INFORMATION BELOW

Owner Name: _____

Address: _____

City: _____ State: _____ Zip: _____

** Email Address: _____

(** IMPORTANT - Email is Primary form of communication and notification.)

Phone Number: _____ Alternate Phone Number: _____

Entry must include:

- 1) Entry Fee, \$250 per horse, payable to ITOBA
- 2) Signed and completed Entry Form
- 3) Signed and Completed IRS W-9 Form (required prior to sale and release of proceeds)
- 4) ITOBA membership

**** PLEASE DO NOT SEND CHECK-IN ITEMS WITH ENTRIES ****

DO NOT send Jockey Club Papers, coggins, health certificates, stallion certificates, etc.

*** Duane Swingley Auctioneers WILL NOT be responsible for loss or damage if sent with entry ***

ENTRY SUMMARY:

_____ Horse(s) entered at \$250 Entry Fee

\$ _____

Catalog Advertising (optional)

\$ _____

- Business Card \$50
- Half Page (\$100)
- Full page (\$200)
- Inside Cover (2 available) (\$300)

ITOBA 2022 Membership (required if not currently a 2022 I.T.O.B.A. Member)

\$ _____

- Single Membership (\$50)
- joint Membership (\$80)
- Single 3 year membership (\$125)
- Single Lifetime Membership (\$500)

Total Submitted \$ _____

*Mail to: Duane Swingley Auctioneers
11100 E County Road 100 N
Selma, IN 47383*

Preferred Catalog Heading (exact name to appear at top of catalog page):

(Example: Buck Creek Bloodstock, agent for Winding River Thoroughbreds)

Jockey Club Name: _____

Date of Birth: _____ Color: _____ [mare] [filly] [colt] [gelding]

Sire: _____ Dam: _____ Dam Sire: _____

State or Country Foaled: _____ State Program Status: [Bred] [Sired]

This Mare is In-Foal: [Yes] [No] [N/A] Stallion: _____ LCD: _____

Mare produce previous two years: _____

Breeders Cup Nominated: [Yes] [No] Tattooed: [Yes] [No] Prospected for: [Racing] [Breeding]

Stakes/Nominations: _____

(Eligibility MUST be maintained by the Seller through the sale date)

Jockey Club Certificate Manager _____

(JC Account to reassign in the event of no-sale)

.....

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(Eligibility MUST be maintained by the Seller through the sale date)

Jockey Club Certificate Manager _____

(JC Account to reassign in the event of no-sale)

Preferred Catalog Heading (exact name to appear at top of catalog page):

(Example: Buck Creek Bloodstock, agent for Best Farm Thoroughbreds)

Jockey Club Name: _____

Date of Birth: _____ Color: _____ [mare] [filly] [colt] [gelding]

Sire: _____ Dam: _____ Dam Sire: _____

State or Country Foaled: _____ State Program Status: [Bred] [Sired]

This Mare is In-Foal: [Yes] [No] [N/A] Stallion: _____ LCD: _____

Mare produce previous two years: _____

Breeders Cup Nominated: [Yes] [No] Tattooed: [Yes] [No] Prospected for: [Racing] [Breeding]

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